

Exhibit F

Shared Agency Agreement

This Shared Agency Agreement, together with the Purchase and License Agreement executed by the Host Agency and one or more executed Sales Quote/Purchase Agreements (collectively, the “License Agreement”), constitute one integrated agreement and is the complete and exclusive statement of Spillman’s obligations and responsibilities with regard to the Spillman software licensed hereunder (the “Software”). All capitalized terms used and not otherwise defined herein shall have the definitions given to such terms in the License Agreement.

Section 1: Definitions:

- 1. 1 Shared Agency** - A “Shared Agency” is an agency that has purchased the right and license to use the same copy of the Software currently licensed by Spillman to the Host Agency, as set forth in the License Agreement.
- 1. 2 Host Agency** – The “Host Agency” is a current Spillman licensee and customer that is authorized by Spillman and has agreed to share its use of the Software installed at its facilities with the Shared Agency.

Section 2: License

- 2. 1 Grant of License.** Spillman grants to Shared Agency a non-exclusive, non-transferable license to use the same copy of the Software, its Documentation and other related materials, which are presently licensed to the Host Agency, subject to the terms and conditions set forth in the License Agreement, as well as the terms and conditions specified in this Shared Agency Agreement. The liability cap set forth in Section 11.5 of the License Agreement, as it applies to Shared Agency, shall be the license fees paid by Shared Agency to Spillman. Shared Agency agrees to comply with all such terms and conditions.
- 2. 2 Termination.** This Shared Agency Agreement will terminate automatically if and when the License Agreement terminates for any reason. Spillman or the Host Agency may immediately terminate this Shared Agency Agreement and license at any time if the Shared Agency breaches the terms of this Shared Agency Agreement or the License Agreement. The Host Agency may terminate this Shared Agency Agreement at any time, with or without cause, upon ninety (90) days prior written notice to Spillman and the Shared Agency, unless otherwise agreed in writing by the Host Agency.
- 2. 3 No Assignment.** The Shared Agency may not assign or transfer this Shared Agency Agreement to any other entity or agency, including by operation of law, without the prior written consent of the Host Agency and Spillman, which shall not be unreasonably withheld.

Section 3: Scope of Rights

- 3. 1 Support and Services.** Shared Agency understands that, unless otherwise agreed in writing by all parties, all assistance, support and maintenance services for the Software may be obtained by Shared Agency only through the Host Agency. This Shared Agency Agreement does not entitle Shared Agency to any Spillman services beyond the license to use the Software.
- 3. 2 Warranty.** The Warranty Period for the Software (as defined in Section 11.1 of the License Agreement) is limited to the remaining time, if any, originally granted under the License Agreement.

Accepted and Approved:

Shared Agency: HCP#1 Constable

Signature: _____

Print Name: Celestino Avila, Jr.

Title: Constable

Date: _____

Shared Agency: HCP#2 Constable

Signature: _____

Print Name: Martin Cantu

Title: Constable

Date: _____

Shared Agency: HCP#3 Constable

Signature: _____

Print Name: Lazaro Gallardo, Jr.

Title: Constable

Date: _____

Shared Agency: HCP#4 Constable

Signature: _____

Print Name: Atanacio "J.R." Gaitan

Title: Constable

Date: _____

Shared Agency: HCP#5 Constable

Signature: _____

Print Name: Daniel Marichalar

Title: Constable

Date: _____

Spillman Technologies, Inc.

Signature: _____

Print Name: Joe Lunt

Title: Vice President

Date: _____

Host Agency: Hidalgo County Sheriff

Signature: _____

Print Name: J. E. "Eddie" Guerra

Title: Hidalgo County Sheriff

Date: _____

EXECUTED and effective as of the day and year first written above.

COUNTY OF HIDALGO

By: _____
Richard F. Cortez, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
Office of the Criminal District Attorney – Civil Litigation Division

By: _____
Josephine Ramirez, Assistant District Attorney

Approved by Commissioners' Court On: _____